

EXHIBIT D

American Arbitration Association

Thrivest Specialty Funding, LLC	:	
Claimant	:	
	:	
v.	:	Case # 01-18-0001-4765
	:	
William E. White,	:	
Respondent	:	

REPORT OF PRELIMINARY HEARING AND SCHEDULING ORDER

Pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA), a preliminary hearing was held telephonically on August 16, 2019 before Arbitrator Nancy F. Lesser. Appearing at the hearing were Peter Buckley, Esq., on behalf of Claimant, Thrivest Specialty Funding, LLC, and Robert Wood, Esq., on behalf of Respondent, William E. White.

By Agreement of the Parties and Order of the Arbitrator, the following is now in effect.

1. Respondent shall supply, on or before **5:00 p.m. EST August 26, 2019**, the following information and documents to Claimant in furtherance of the Emergency Arbitrator's Interim Award:

- a. A current account statement for all accounts maintained by Respondent, either individually or jointly, with any financial institution;
- b. An accounting of the proceeds of Claimant's award in the NFL Concussion Litigation, including documents sufficient to show the current location of such proceeds and any disposition thereof.

2. The Parties shall simultaneously exchange and file dispositive motions on all material disputed issues, including, should Claimant choose to, the procedural challenges raised by Claimant, as follows:

3. Initial briefs shall be filed and exchanged by **5:00 p.m. EST on September 16, 2019**. Each party shall file a responsive brief by **5:00 p.m. EST on September 30, 2019**.

4. Briefs are not to exceed 35 pages, double-spaced, 12-point typeface and shall be transmitted to the Arbitrator electronically and in hard copy as set forth below.

5. Oral argument shall be held telephonically on a date to be scheduled by the Arbitrator by later order. A court reporter shall be present to take the record of the proceeding. The cost of the court reporter will be shared equally by the parties.

6. The Parties have agreed to a reasoned award.

7. Pursuant to the Rules, the award shall be made by the Arbitrator no later than 30 days from the date of closing the hearing, unless the Parties have agreed in writing to extend such deadlines for the Arbitrator.

8. The Parties agree to participate in the AAA Direct Exchange option. Provided there is no ex-parte communication with the Arbitrator, the Parties may communicate directly with the Arbitrator by submitting filings to the Arbitrator and sending copies to the other Party and originals to the AAA (except for hearing exhibits and discovery documents). Email submission of documents and email requests for action by the Arbitrator are allowed, provided that the AAA and all Parties also receive copies of these. This procedure is not to be utilized to routinely copy the Arbitrator on communications between counsel.

9. All documents to be filed with or submitted to the Arbitrator outside the hearing shall be sent in both hard copy to the Arbitrator's office address and emailed in PDF format.

Should any case law be cited in any Party's filing, copies of the cases primarily relied upon shall be provided to the Arbitrator in PDF format. For convenience of the Parties, the following are the addresses to be used:

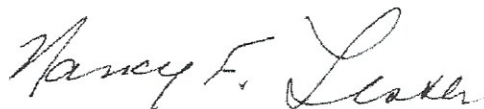
Nancy F. Lesser,
2101 L St., N.W., Suite 800
Washington, DC 20037
email: lesser@paxadr.com
copy to baugher@paxadr.com

10. Each counsel and Party has a continuing obligation to protect the integrity of the arbitration proceeding by promptly providing the Arbitrator the information necessary to allow her to comply with her ongoing duties of disclosure pursuant to the Code of Ethics for Arbitrators in Commercial Disputes and the American Arbitration Association. Counsel, for themselves and for each of their clients, acknowledge the continuing obligation to supplement the identification of potential fact and expert witnesses, consulting experts, counsel participation and representation in any capacity, and any other individual or entity interested in the outcome of the arbitration. Any issues concerning disqualification of the Arbitrator shall be raised promptly with the AAA.

11. All deadlines stated herein will be strictly enforced. After such deadline, the parties may not file such motions except with the permission of the Arbitrator, good cause having been shown.

12. This Order shall continue in effect unless and until amended by subsequent order of the Arbitrator.

Dated: August 19, 2019



Arbitrator's Signature